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Agreement

Between the

*Oswego County B.O.C.E.S.
Supportive Employees
Association*

and the

*Oswego County
Board of Cooperative
Educational Services*

July 1, 2008 – June 30, 2012

Oswego County
BOCES

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PREAMBLE

This Agreement is entered into this first day of July, 2008 between the Board of Cooperative Educational Services, Sole Supervisory District, Oswego County, hereinafter referred to as the "BOCES" and the Oswego County BOCES Supportive Employees' Association, hereinafter referred to as the "Association".

ARTICLE 1

Recognition

1.1 Recognition and Unit Definition

BOCES agrees that the Association is the sole and exclusive bargaining agent for all school monitors (bus attendants), teacher aides, custodial workers, receiving clerks, couriers, data entry operators, clerks, printer's assistants, typists, account clerks, custodial worker/property guards, stenographers, senior typists, assistant printing machine operators, computer services assistants, audio visual repair workers, maintenance workers, senior account clerks, senior stenographers, mechanics, bus drivers, personnel assistants, maintenance mechanics, administrative aides, printers, principal account clerks, LAN technicians, school security officers, AV specialists and technology training specialists regularly working 20 or more hours, and terms and conditions of employment and in settlement of grievances and all other lawful purposes under the laws of the State of New York. Titles agreed to be eliminated from this Article 1.1, shall be reinstated if any such title or work performed by such title is revived by the BOCES.

ARTICLE 2

Payroll Deduction

2.1 Dues Deduction Form

The BOCES agrees to deduct from the salaries of supportive employees within this negotiating unit membership dues for the Association and its affiliates as said employees individually and voluntarily authorize the BOCES to deduct and to transmit the monies promptly to the Oswego County BOCES Supportive Employees' Association. Employee notifications shall be in writing in the form set forth below:

DESIGNATION AND PAYROLL AUTHORIZATION

<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
(Print) Last Name	First Name	Middle	Program	
<hr/>		<hr/>	<hr/>	<hr/>
Address: Street		City	State	Zip

To: Oswego County BOCES

Pursuant to Chapter 392, I hereby request and authorize you to deduct from my salary and transmit to the Oswego County BOCES Supportive Employees' Association the dues as certified below. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the BOCES and its officers from any liability therefore. This authority shall be continuous while employed in this school system or until withdrawn by written notice.

Employee's Signature

Date

2.2 Changes in Deduction Amount

The Association shall certify to the Board in writing the current rate of its membership dues and service fee. Any change in the rate of the above mentioned membership dues shall be given to the Board thirty (30) days prior to the effective date of such change in dues deduction.

2.3 Method of Deduction

- A. The total membership for the designated professional associations, certified as mentioned above, shall be deducted in equal installments beginning with the first pay period in October and ending the last pay period in May. No later than two (2) weeks prior to the first scheduled paycheck in October, the Association shall provide the Board with a list of the original signed dues authorization cards of those employees who have voluntarily authorized the Board to deduct dues. If an employee joins the Association after October, the dues shall be deducted in the same amount as other employees for the remainder of the deduction period ending in May.
- B. The BOCES shall deduct from the salary of each bargaining unit person who is not a member of the Association a monthly service fee as a contribution toward the negotiation and administration of the Agreement and the representation for such employee. The service charge, which shall be payable and forwarded to the Association, will be deducted in accordance with the current dues deduction procedures. However, agency fee-paying members are entitled (upon written request) to refunds for expenses or causes of a political or ideological nature only incidentally related to terms and conditions of employment.
- C. The BOCES shall, following each pay period from which a dues deduction is made, transmit the amount so deducted to the Association. Each transmittal shall be accompanied by a list of those members who withdrew payroll deduction authorization.

2.4 Payroll Deductions

The Board agrees to deduct from the salaries of Bargaining Unit members the amount individually and voluntarily authorized in writing and will transmit the monies promptly to the appropriate body for (1) credit union and (2) NYSUT Benefit Trust, (3) Vote Cope, (4) United Way and (5) tax sheltered annuity.

2.5 Flexible Spending Plan

The BOCES will provide a Flexible Spending Plan pursuant to Sections 125 and 129 of the IRS Code. The administrative costs of such plan will be paid by the BOCES.

ARTICLE 3
Management Rights

3.1 Management Rights

Any and all rights, powers, and authorities the BOCES had prior to entering into this Agreement are retained by the BOCES except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

ARTICLE 4
Personnel Policy

4.1 Sick Leave

- A. Employees shall accumulate sick leave at the rate of 1.75 days per month. The year's total sick days will be available for use by the employee on July 1 of each year or prorated accordingly if hired after July 1. Employees can accumulate up to 265 days.
- B. Over the course of a school year, up to twenty-five (25) of the accumulated sick days may be used for illness in the immediate family. Immediate family shall include only spouse, children, parents of the employee or spouse, domestic partner or other legal dependents in the employee's household.
- C. A physician's certificate of illness may be required prior to the employee's return to work at the discretion of the District Superintendent or designee if the employee has been absent five (5) consecutive days.
- D. **Sick Leave/Retirement**
Bargaining unit members who retire under provisions of the N.Y.S.E.R.S. from the BOCES will be reimbursed for up to a maximum of 230 accumulated sick days at the rate of \$60 per day for 2008-09 and 240 accumulated sick days at the rate of \$60 per day for 2009-10, 2010-11 and 2011-12 if the retirement notice is given three (3) months prior to the effective date of the retirement. In extenuating circumstances, the Superintendent or designee may waive the three month retirement notification requirement. This clause originally took effect in the 1984-85 school year.

4.2 Bereavement Leave

- A. Each employee will be entitled to be absent for maximum of up to five (5) working days per death in the immediate family.
- B. The immediate family for this section is defined as spouse, father or step-father, mother or step-mother, child, brother or sister, grandchild, or domestic partner.
- C. In the event of a death to a member of the family other than those listed above in 4.2-B, an employee will be entitled to three (3) working days. For this section, family is defined as grandfather and grandmother, aunt, uncle, niece, nephew, mother-in-law, father-in-law, brother-in-law, sister-in-law, or a relative residing with the employee.
- D. Additional bereavement days may be granted by the District Superintendent or designee due to special circumstances.

4.3 Personal Leave

- A. Each full-time employee of the bargaining unit shall be entitled to three (3) days of personal leave at full pay each year of this Agreement. Unused personal leave is cumulative at the end of the school year as sick leave.
- B. Requests for personal leave must be made to the employee's immediate supervisor and approved by the District Superintendent or designee. Requests for personal leave must be made at least twenty-four (24) hours in advance of the start of the leave whenever possible. If unable to submit the request in advance, the request must be submitted within twenty-four (24) hours after returning to work.
- C. Bargaining unit employees need not specify the exact nature of the use of personal leave if the reason falls into one of the following categories: legal matter involving the employee making the request; religious observances, weddings, honors and awards

ceremonies or graduation, involving the employee or family; school visitations and/or school conferences; or severe weather conditions that prohibit attendance at work.

Two (2) days of the three (3) days allowed for personal days may be taken by the employee with no reason provided but this change does not alter, modify, or change the intent of any part of Section 4.3.C.

- D. If the supportive employee wishes to use personal leave for some reason not listed in this category, the employee must state in writing the specific reason for the leave and submit it in the prescribed procedure.
- E. The following reasons are not valid for the use of personal leave: extension of vacation period; job interview; recreation; working for another employer.
- F. When the number of requests for personal leave on a particular day is such that the granting of all requests would, in the exclusive opinion of the BOCES, disrupt operation for that day, the District Superintendent or designee shall determine that employees be granted personal leave on a first-come, first-serve basis.

4.4 Vacation Policy

- A. All employees in the following job titles shall be eligible for vacation provided they regularly work twenty (20) hours per week or more: Account Clerk, AV Specialist, Custodial Worker/Property Guard, Computer Services Assistant, Custodial Worker, Receiving Clerk, Data Entry Operator, Mechanic, Maintenance Mechanic I, Maintenance Worker, Audio-Visual Repair Worker, Courier, Printer, Assistant Printing Machine Operator, Printer's Assistant, Clerk, Typist, Stenographer, Senior Account Clerk, Senior Typist, Senior Stenographer, Principal Account Clerk, Personnel Assistant, School Security Officer, Technology Training Specialist and LAN Technician.
- B. Each employee listed in Section 4.4A will be granted twenty-three (23) vacation days. Vacation days will be granted on July 1 of each year or prorated accordingly if hired after July 1. In addition, if you leave prior to July 1 of the following year, vacation days will be prorated accordingly. Employees who are unable to use all of their vacation in any year may carry up to five (5) days to the succeeding year. The Superintendent or designee may grant permission for a unit member to carry over more than five vacation days to the next school year due to special or extreme circumstances.
- C. Ten and eleven month employees in a job title as enumerated above shall accumulate vacation according to the above schedule on a prorated basis.
- D. Vacation shall be granted at a time mutually agreed upon by the employee and their immediate supervisor.

4.5 Holiday Policy

- A. This section shall only apply to those employees listed in 4.4.A.
- B. There will be fourteen (14) paid holidays per year determined by the Superintendent or designee. Federal holidays will be part of the fourteen (14) days.
- C. Should any of the above fall on a day not normally worked, the day before or the day after will constitute the holiday.
- D. If a holiday is lost due to emergency closing in the school to the extent that school must be made up and must be made up on one of the days originally scheduled as a holiday, all employees will work the holiday in question, and shall receive an additional day off to be

taken at a time mutually agreed between the employee and their supervisor, but said day must be made up no later than June 30 of the year in which the holiday was originally lost.

4.6 Maternity/Child Rearing

A. Maternity - Disability Leave

An employee who is pregnant may continue in active employment as late into the pregnancy as the employee desires, so long as the employee is capable of performing their duties. Such employee shall have the right (a.) to return to active employment whenever after delivery, her physician verifies in writing that the employee is capable of performing her duties, (b.) to use her accumulated sick leave benefits in the event the employee is not capable of performing their duties by reason of a medical disability as verified by the employee's physician in connection with or resulting from the employee's pregnancy.

If the BOCES desires to verify the findings of the attending physician, it may do so by requiring a second medical examination by another physician, who is acceptable to the BOCES, selected by the employee. The second medical examination shall be at the BOCES' expense.

Reasonable notice will be given by the employee when they intend to leave and when they intend to return.

The supportive employee's letter of request for child bearing and/or child rearing shall state the anticipated date as to when the leave is to commence and when it is to terminate.

The supportive employee may return to work at an earlier date with the approval of the District Superintendent. Such approval shall be within the sole discretion of the District Superintendent, who may request a doctor's certificate.

B. Child Rearing Leave

In the case of a birth or adoption of a child, an employee, upon written request, shall be granted a leave of absence up to a maximum of two (2) full school years for child rearing purposes under the following conditions. Requests shall be submitted at any time between the commencement of the pregnancy and one month prior to the birth of the child and as soon as possible in the case of adoption.

C. Other Applicable Conditions

Child rearing leaves will be without pay. Benefits will not be accumulated during the period of the leave. In the case of a probationary employee, the time accrued during such leave shall not be credited to the probationary period for the purpose of obtaining permanent status. Upon returning from such leave, the employee will be placed on a salary level consistent with Section 8.5. All benefits to which the employee was entitled at the time of the leave will be restored upon return.

4.7 Jury Duty

In the event a support staff member is called for jury duty, the unit member shall continue to receive full pay during this period. Any reimbursement for jury duty will be remitted to BOCES.

4.8 Unpaid Leave of Absence

A. Upon request of a member of this bargaining unit the BOCES may, at its discretion, grant a leave of absence without pay, or benefits up to one (1) year at a time.

- B. Bargaining unit members on unpaid leaves of absence due to child bearing and/or medical reasons and who are not drawing sick leave benefits shall be allowed to continue insurance benefits at the appropriate current employee active rate for the remainder of the school year which the leave is commenced. For 10-month employees on a commitment to return for September with notice by June 15 insurance benefits will be continued for the summer months. Thereafter, the unit member may opt to carry such plans but will reimburse BOCES the full premium cost.
- C. Any employee on an unpaid leave of absence, unless qualified under the exception of 4.8(b.) above, may retain their health, dental, and disability (effective 7/1/80) insurance coverage by reimbursing BOCES the full premium cost. However, the BOCES shall make the appropriate premium payment for the month in which the leaves of absence commence and for the month in which employment recommences after completion of the unpaid leave of absence.

4.9 Association Leave

Seven (7) days per year shall be provided for the use of the Association President or designee. These seven (7) days shall be without loss of pay. It is understood that the Association President shall notify the District Superintendent at least five (5) days in advance of the use of such days in order to permit arrangements to be made for a substitute, if necessary.

4.10 Work Year

Employees who are currently employed as ten (10) month employees will be guaranteed employment for 185 days per school year. Consequently they will be paid for and employed for no less than 185 days per school year.

4.11 Seniority

- A. Non-competitive: Seniority in job classification for each employee in the non-competitive class shall be determined by the initial date of hire by BOCES.
- B. Competitive: Seniority in job classification for each employee in the competitive class shall be determined by the date hired by BOCES.

4.12 Transfers

- A. When there are bargaining unit position openings within the BOCES, the BOCES will give consideration to the most senior applicant in the job classification who applies. Although seniority will be an important consideration, other factors such as qualifications, work record, and attendance shall be given equal consideration in making a selection.
- B. If there are no applicants for the position and BOCES finds itself in a position of involuntarily transferring an employee, the least senior employee in that job classification will be involuntarily transferred. Except in emergency situations, the BOCES will give at least 14 days notice prior to the involuntary transfer.

4.13 No Discrimination Clause

In accordance with the laws of the United States, the State of New York and the established policies and practices of the Board of Education and the Oswego County BOCES Supportive Employees' Association, there shall be no discrimination against any unit member on the basis of race, religion, creed, color, age, sex, sexual orientation, gender identity or expression, national origin, marital status, disability, membership or participation in, or association with, the activities of the BOCES Supportive Employees' Association or other professional organizations, veteran status or past arrests or convictions except as allowed by law.

ARTICLE 5
Personnel Files

5.1 Signature of the Employee

In the event that any document relating to an employee's performance is placed in such individual's official personnel file, a copy of the document shall be shown to the employee who shall sign the instrument signifying that they have read such document. The signature in no way indicates agreement with the contents of the document. If the document relates to the individual's performance, then the individual shall receive a copy.

5.2 Response by the Employee

The employee shall have the opportunity to respond in writing to any documentation placed within their official personnel file, but any such response must be made within twenty (20) working days of the time they initially signed this document.

5.3 Review of Official File

Upon the request of any employee, the Director of Human Resources shall meet with the employee to discuss the contents of any document placed in the employee's official personnel file.

5.4 Copying Contents of Official File

Upon request, and in the presence of the Director of Human Resources, individual employees shall have the right to review and make copies of contents of their own official personnel file.

5.5 Additions by the Employee to the Official File

Employees shall have the right to have entered into their official personnel file, information or certificates received by them pertinent to any credit or course of study, workshops, etc.

5.6 Employee Evaluation

Each employee shall be given two evaluations per school year. One evaluation will be completed by mid-year and a final evaluation prior to the end of the school year. After the mid-year evaluation there will be a conference between the supervisor and the employee to discuss the evaluation.

Each evaluation will be in written form and will be placed in the employee's personnel file after the employee has inspected it and signed it. The signature designates only that the employee has seen the evaluation. The employee will receive a copy of each of the evaluations. The employee may attach a written response to the evaluation form. No bargaining unit member will evaluate any other bargaining unit member. This in no way negates the responsibilities of the Shift Supervisor.

5.7 Disciplinary Conference

If there is a conference which the BOCES calls for disciplinary matters the employee may have a representative present.

ARTICLE 6
Work Seminar Programs

6.1 Training Seminar Program

Employees may request approval for attending work training seminar programs. Cost of the seminars will be determined by the District Superintendent and, if approved, paid by the BOCES. Approval shall be at the sole discretion of the District Superintendent.

ARTICLE 7 **Grievance Procedure**

It is the purpose of this procedure to secure at the lowest possible administrative level, equitable solutions to alleged grievances of supportive employees through procedures under which they may present grievances and by which the Board and its supportive employees are afforded opportunity to dispose of their differences.

7.1 Definition

A grievance is a claim that there has been a violation of an express provision of this Agreement that is filed within thirty (30) school days of the time the Support Staff Employee knew, or should have known, of the act or condition on which the claim is based.

7.2 Procedures

- A.** Every employee in the unit shall have the right to present their grievance in accordance with the provisions hereof free from interference, coercion, restraint, discrimination, or reprisal.
- B.** All grievances shall include the following information: the identity of the provision of this Agreement in the said grievance; the time when and the place where the alleged events or conditions existed if known; a general statement of the nature of the grievance and the remedies sought.
- C.** All appeals and decisions shall be in writing and shall be promptly transmitted to the aggrieved, the Association and the BOCES.
- D.** The preparation and processing of grievances insofar as practicable shall be conducted outside the hours of employment.
- E.** The parties agree to facilitate any investigation that may be required and to make available any and all material and relevant documents, communications, and records concerning the alleged grievance.
- F.** At any grievance meeting each party has a right to representation and to confront and cross examine all witnesses called against them to testify and to call witnesses on their behalf.

7.3 Grievance Process

A. Stage One - Immediate Supervisor

- 1. A party having a grievance will discuss it with their immediate supervisor with the objective of resolving the matter informally. If the grievance is not resolved informally, it shall be reduced to writing and presented to the Supervisor. Within five (5) days of receipt of the written grievance the immediate supervisor will reduce their decision to writing and transmit it to the aggrieved and the Association.

2. Election of an alternative course of action or remedy prior to the submission of a grievance at this stage shall be considered to be a waiver of the right of the employee thereafter to seek recourse by means of the grievance procedure.

B. Stage Two - District Superintendent

1. Any appeal of the Stage One decision must be submitted in writing to the District Superintendent within ten (10) school days of the receipt of the Stage One decision.
2. The District Superintendent or designee will schedule a meeting and render a decision within fifteen (15) school days of receipt of the appeal.

C. Stage Three - Board of Education

1. Any appeal of the Stage Two decision must be submitted by the Association to the Board of Education within ten (10) school days of the receipt of the Stage Two decision.
2. The Board of Education will schedule a meeting in executive session that an Association representative(s) may attend to present its position, and then it shall render a decision within fifteen (15) workdays of the receipt of the appeal.

D. Stage Four - Binding Arbitration

1. Any appeal to the Stage Three decision must be submitted by the Association to the American Arbitration Association (copy to the District Superintendent) for arbitration in accordance with its Voluntary Labor Arbitration Rules within fifteen (15) workdays of its receipt of the Stage Three decision.
2. Arbitration shall only involve claim violations to this Agreement and shall not be contrary to law, Commissioner's Regulations or policies of the Board of Regents.
3. The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions on the issues.
4. The arbitrators shall have no power or authority to make any decision that requires the commission of an act prohibited by law and which violate the terms of this Agreement.

7.4 Time Limits

- A. Failure of the Association or of an aggrieved employee to comply with the time limits provided shall be considered as an acceptance of the last previous answer to the grievance and shall be the disposal of such grievance on that basis.
- B. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
- C. When a grievance arises late in the school year, the parties will attempt to agree on a shorter time limitation or, where possible, time limits would permit the grievance to be processed over the vacation period in an effort to resolve the grievance as quickly as possible.

D. The time limit specified may be extended by mutual agreement.

ARTICLE 8

Salary

8.1 Salary and Wages

Unit members will receive salary increases of 4% on salary in each year of the contract. Also a 4% increase will be applied to the following monetary items: sick leave at retirement, longevity, substitute calling for CTE program, substitute calling for Special Education program, substitute calling for bus drivers, 2nd shift differential, 3rd shift differential, bus dispatcher, dental and weekend differential.

8.2 Longevity

Payments to eligible unit members will be made as follows each school year:

	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
i. after 5 years service	\$204	\$212	\$221	\$230
ii. after 10 years service	\$291	\$303	\$315	\$328
iii. after 15 years service	\$437	\$455	\$473	\$492
iv. after 20 years service	\$612	\$637	\$663	\$690
v. after 25 years service	\$728	\$757	\$787	\$819
vi. after 30 years service	\$874	\$909	\$945	\$983

8.3 Additional Stipends

- A. For calling substitute teachers in the Occupational Program – \$1,799 for 2008-09; \$1,871 for 2009-10; \$1,946 for 2010-11 and \$2,024 for 2011-12.
- B. For calling substitute teachers in the Special Education Program —\$3,632 for 2008-09; \$3,777 for 2009-10; \$3,928 for 2010-11 and \$4,085 for 2011-12.
- C. Second Shift Differential – 51¢ for 2008-09; 53¢ for 2009-10; 55¢ for 2010-11 and 57¢ for 2011-12.
- D. Third Shift Differential – 82¢ for 2008-09; 85¢ for 2009-10; 88¢ for 2010-11 and 92¢ for 2011-12.
- E. Weekend Differential – Members who work on a Saturday or Sunday shall receive a weekend shift differential of 82¢ per hour for the hours worked. Said differential will not be applicable for hours beyond 40.
- F. For calling substitute bus drivers – \$1,799 for 2008-09; \$1,871 for 2009-10; \$1,946 for 2010-11 and \$2,024 for 2011-12.
- G. Bus Dispatcher – \$976 for 2008-09; \$1,015 for 2009-10; \$1,056 for 2010-11 and \$1,098 for 2011-12.

Payments for additional stipends in A, B and F above will be made in equal payments over the 10 month school year.

ARTICLE 9
Hours of Work

9.1 40 Hour Employees

The normal work week for the following job titles shall be five days per week, eight (8) hours per day; custodial worker, receiving clerk, mechanic, maintenance mechanic I, maintenance worker, audio-visual repair worker, courier, printer, assistant printing machine operator, computer services assistant, technology training specialist and LAN technician.

Members who work on a Saturday or Sunday shall receive a weekend shift differential of 82¢ per hour for the hours worked. Said differential will not be applicable for hours beyond 40.

9.2 37.5 Hour Employees

The normal work week for the following job titles shall be five days per week, seven and one-half (7 1/2) hours per day; clerk, typist, stenographer, account clerk, senior account clerk, senior typist, senior stenographer, principal account clerk, personnel assistant, and data entry operator.

9.3 Other Employees

For all other employees, the workday shall be as required by the particular operation.

9.4 Summer Hours

Summer hours shall continue in effect for those classes of employees who previously received them.

ARTICLE 10
Overtime

10.1 Payment or Compensatory Time

For all hours worked beyond forty hours in any one work week an employee shall receive payment at time and one-half their normal hourly rate. Upon mutual agreement between the employee and their supervisor, in lieu of receiving overtime pay, the employee may make alternative arrangements to accrue compensatory time at the rate of 1 1/2 time to be taken at a later mutually agreeable time. When an employee is paid for overtime the number of hours of overtime pay will be included with or on the paycheck. This provision will be in conformance with State and Federal laws.

10.2 Less than 40 Hour Employees

For employees working 37-1/2 hours a week, the hours between 37-1/2 and 40 for the week shall be paid or compensatory time shall be earned at the straight time rate up until forty (40) hours are worked in the week.

10.3 Definition of Time Worked

Payment for personal leave, vacation or personal emergency leave, sick leave, holidays, and emergency days will count as time worked.

10.4 Emergency Days

When the BOCES is closed due to adverse weather or other emergency conditions, only those employees specifically designated in writing by the BOCES shall be expected to report for work.

Any employee who must report for work on an emergency day shall receive their normal salary for the day plus one extra hour of pay for each hour actually worked. Alternate arrangements, such as one hour of compensatory time off for each hour actually worked, shall also be permitted by mutual agreement.

If the BOCES is closed early for emergency conditions, members of this unit may be excused early. Any employee who is held over after other employees are permitted to leave early on a day the BOCES closes early shall receive one hour of compensatory time off for each hour actually

worked after other personnel have been excused. Employees will be notified by shift if they are not to report to work.

1st Shift: (regular school day) Employees on the first shift will be informed that they are not to report for work prior to the opening of school. Unless specifically informed by the media that they are not to report, employees shall report as usual.

2nd Shift: Employees on the second shift are identified as those receiving a second shift salary differential. If the decision is made that they are not to report for work, it shall be made no later than one (1) hour prior to the regular reporting time for these employees. These employees shall be notified by telephone. Unless otherwise informed, employees are expected to report for work.

3rd Shift: Employees on the third shift are identified as those receiving a third shift salary differential. If the decision is made that they are not to report to work, it shall be made no later than two (2) hours prior to the reporting time for these employees. These employees shall be notified by telephone. Unless otherwise informed, employees are expected to report for work.

ARTICLE 11 **Insurance**

11.1 Health Insurance

Effective January 1, 2000, health and major medical insurance shall be provided by the Oswego County BOCES on a self-insured basis. The BOCES (Oswego County BOCES) Health and Major Medical Plan shall maintain benefits equal to the benefits currently in effect during the 2004-2005 school year (as defined by the current plan documents), including voluntary pre-certification. The BOCES will pay 95% of the premium costs for 2008-09, 94% of the premium costs for 2009-10, 92% of the premium costs in 2010-11 and 90% of the premium costs in 2011-12 for eligible enrolled bargaining unit members for individual and for dependent coverage. The Plan shall include an ambulance and accident "rider". Employees who retire under the N.Y.S.T.R.S. or the N.Y.S.E.R.S. are eligible to continue their health insurance in effect at the time of such retirement and shall be eligible to participate in this plan at the active employee contribution rate.

To be eligible to participate in the BOCES Health Insurance Plan as a retiree, an employee must have served a minimum of ten (10) consecutive years within the BOCES. If a break in service occurs, then an employee will need a total of fifteen (15) years with the BOCES. Any leave of absence granted by the BOCES shall not serve as a break in service however; only paid leaves shall continue to accrue time toward this service credit. Any unpaid leave, while not creating a break in service, however, shall not count as accrued time toward service credit. A break in service shall occur when an employee terminates by resigning, discharge or other action which removes them from maintaining an employment status with the BOCES. Furthermore, such employees must actually qualify for and retire under the provisions of the New York State Teachers Retirement System or the New York State Employees Retirement System.

Any unit member who is laid off will not be considered to have broken their service for this benefit as long as they are on a preferred eligible list unless or until they refuse a return to work offer.

Unit members, employed less than thirty (30) hours per week, will have their health insurance premiums paid on the basis of 75% BOCES contribution and 25% employee contribution. Those unit members employed less than thirty (30) hours per week but

employed in that manner prior to July 1, 1997 shall have their contributions paid at the current employee/BOCES contribution rates.

For bus drivers, driving attendants and bus attendants, the premium share shall be determined as follows:

Drivers, driving attendants and bus attendants who have 30 or more hours per week on bid day shall remain at the current employee/BOCES contribution rates for the duration of the school year.

Drivers, driving attendants and bus attendants who have fewer than 30 hours per week on bid day, but pick up additional hours and reach 30 hours at any time during the school year will have their premium share adjusted to the current employee/BOCES contribution rates for the duration of the school year.

The BOCES further agrees to the following:

1. The creation of an Administrative Oversight Committee (hereinafter referred to as "the Committee") consisting of two (2) representatives from the Teachers' Association and one (1) representative from each of the other two NYSUT Affiliated Units in the BOCES, four (4) representatives selected by the Superintendent, and a representative from the current third party administrator (advisory only, non-voting). A major function of this Committee shall be to hear appeals from health insurance participants regarding claim denials and make final and binding decisions on those appeals.

Any appeals not successfully resolved through this committee process shall be addressed in accordance with the deadlock procedures outlined in Article 3, par. B., sect. 3, (of the teacher's contract).

Initially, all appeals must be made directly to the third party administrator as part of its administrative role. Unresolvable issues will be brought before the Oversight Committee when the appeal indicates inconsistent past adjudication practices or where prior adjudications are in specific contrast to previously negotiated benefits. Meetings shall be held bi-monthly during the first year of implementation of the BOCES Health Insurance Plan, and thereafter, such meetings shall be held on an as-needed basis. Meetings to hear appeals shall be held no later than thirty (30) days after receipt of an appeal.

Bargaining unit members serving on this Committee shall be provided with paid released time for any necessary meetings held during the regular work day.

2. The BOCES agrees that if a bargaining unit member can demonstrate via a past practice, as evidenced by the explanation of benefits, that a benefit claim has been previously paid, or paid at a specific level, even if such benefit is not explicitly stated in the Plan Document, that benefit claim shall be presented to the Committee for determination. Such determination shall be limited to benefits provided within the previous two (2) years from inception of any changes in third party administrator.
3. Other functions of the committee would be to review annual rates (premium equivalency rates) for the Plan, and to participate in the review, of the reserve account. The committee will also review and evaluate the current third party administrator annually and recommend changes, if necessary, to insure service and financial stability. It is understood that no changes in third party

administrator will be made without the recommendation and a majority consensus of the Oversight Committee.

4. The BOCES will maintain specific and aggregate stop loss insurance. The initial annual stop loss attachment point for any specific individual shall be no greater than \$100,000. The specific and aggregate stop loss contracts shall each have no less than a \$1 million annual maximum in support of the plan's unlimited maximum benefit. The stop loss carrier(s) supporting the Plan shall not be changed unless notice is given to the Committee.
5. The Committee shall also be provided, on a semi-annual basis, financial and other reports regarding the Plan as needed. The BOCES shall provide liability protections for bargaining unit members serving on the Committee.
6. The BOCES agrees that New York State Insurance Department mandates as regards insured health and major medical insurance plans in New York State, including confidentiality requirements, shall be automatically added to the BOCES plan and the BOCES shall routinely inform the Committee and bargaining unit members of such changes.
7. Decisions on appeals made by this committee shall not be subject to Article 7 (Grievance Procedure) of this contract.
8. A co-pay for prescription drugs shall be implemented as follows:

Generic Prescriptions	\$5.00 Co-Pay
Trade or Name Brand Prescriptions	\$10.00 Co-Pay
Mail-In Prescriptions	\$0.00 Co-Pay

11.2 Dental Insurance

BOCES shall contribute a lump sum of money towards a Dental Insurance Program equal to \$495 for each bargaining unit member in 2008-09, \$515 in 2009-10, \$536 in 2010-11 and \$557 in 2011-12. The BOCES liability under this Article shall be limited as above per year per bargaining unit member. The BOCES shall not be liable for any costs of the plan that exceed the amount of the specific contribution required by this section.

11.3 Disability Insurance

- A. An employee in this bargaining unit may elect to have a deduction made from their normal paycheck for disability insurance premiums. It is understood that there shall be only one agent to whom the BOCES will send the money that has been withheld. The BOCES shall be notified of the name of such agent at least thirty (30) days prior to the time any such deductions are made.
- B. BOCES shall provide Disability Insurance through the State Insurance Fund for all employees covered by this Agreement and the premium cost shall be paid in full by the BOCES. The coverage shall be effective upon satisfaction of the four (4) week waiting period following acceptance of the BOCES' application by the Worker's Compensation Board and State Fund Insurance Company.

11.4 Life Insurance

Employees in this unit shall be covered by a \$9,000 term life insurance policy; premiums to be paid by BOCES.

11.5 Vision

Examination: 12 Months

Lenses: 12 Months

Frame: 24 Months

Benefits

Examination: \$27

Single Vision: \$15

Bifocal (Single): \$25 Bifocal (Double) \$50 Trifocal \$37 Lenticular \$112

Frame: \$25

Contact Lenses: \$75

Premium Sharing: BOCES Share = 90% Employee Share = 10%

Coverage: Individual and Family

ARTICLE 12
Job Postings

12.1 Vacancies

All bargaining unit vacancies and all positions which are designated as confidential positions which entail the same basic type of work as positions within the bargaining unit shall be posted in all departments for at least five (5) calendar days prior to filling. All bargaining unit vacancy notices will be sent to the Association President.

12.2 Civil Service Announcements

The BOCES Personnel Office shall maintain copies of announcements of upcoming Civil Service examinations. Such announcements shall be available in the Personnel Office.

12.3 Announcements

Additional copies of vacancy announcements in this bargaining unit shall be provided to the President of the Association five (5) calendar days prior to the filling of such positions by the BOCES for posting in other areas.

ARTICLE 13
Call-In Time

13.1 Call-Ins

Should a member of this bargaining unit be called to report at other than their regular time they shall be paid time and one-half for all hours worked provided the total hours actually worked are in excess of the employee's regular work day.

13.2 Minimum Payments

In the event that the time that the employee is called in is not connected with the regular work day, then in the event that the time actually worked is less than four (4) hours, the employee shall receive the difference between the four hours and the time the employee actually worked at their normal straight time rate of pay.

13.3 Application

This Article shall not apply to Bus Drivers or Bus attendants, nor shall it apply to any "Open House" or similar education related function.

ARTICLE 14
Use of BOCES Equipment and Facilities

The Supportive Employees' Association shall have the use of BOCES facilities and equipment such as office equipment, bulletin boards, mailboxes, school mail and rooms for meetings. The Association will provide needed supplies or paper for the operation of any office equipment.

ARTICLE 15
Bus Operations

15.1 Substitute Bus Drivers

- A. In the event that a regular bus driver is absent from work, bus attendants who have the appropriate qualifications may be asked to drive prior to the utilization of any substitute bus drivers. Any attendant who substitute drives will be paid \$3.00 an hour over and above their regular rate of pay or starting rate of the driver's rate whichever is higher.
- B. Bus attendants with the appropriate qualifications will be given first opportunity to drive before a substitute is hired unless extenuating circumstances exist.

15.2 Warm-up Time

Bus drivers and bus attendants shall receive thirty (30) minutes pay each day over and above their actual road time. This time is to be used for appropriate safety checks, refueling, and cleaning the vehicle to which they are assigned. In addition, during the period of November 15 to April 15 of each school year, each bus will receive the equivalent of 15 minutes more warm-up time. This time equivalent is to be 1.25 hours per week and shall be converted to additional pay to the driver of that bus.

15.3 Transportation Committee

- A. A committee shall be formed to be chaired by the Assistant Superintendent of Administrative Services with two (2) members appointed by the BOCES and two (2) members appointed by the Association (with the Association President or designee, to serve as an additional ex-officious member).
- B. This committee shall review procedures for the distribution of overtime for personnel in the transportation operation. It shall also review other problems relating to the terms and conditions of employment for said personnel.
- C. Each of the four (4) members appointed by the BOCES and the Association shall have one vote. The chairman shall not have a vote unless there is a tie, in which case the chairman shall cast the deciding vote.

15.4 Sunday or Holiday Bus Driving

Any Sunday or holiday bus driving carried out by a regular bus driver/driving attendant and bus attendant which is not part of a driver's, driving attendant's or bus attendant's regularly scheduled run shall be paid at time and one-half (1 1/2) rate. This will apply to driver/driving attendants and bus attendants who are employed for over 30 hours per week on a regular basis.

15.5 Safe Driving Award

Bus drivers regularly employed for at least eight months of the school year will be eligible for a safe driving award in the amount of \$250. This award is given in recognition of a driver's safe driving record during the school year. Judgments as to the question of eligibility for the award ultimately will be determined by the Accident Review Committee. This committee will be made up of three (3) employees appointed by the Association and three (3) appointed by the District Superintendent. The award will be paid in the last paycheck of the school year.

15.6 Meal Allowance

Bus drivers will be reimbursed for receipted meals incurred for any field trip in excess of twelve hours at the rate of: breakfast - \$7.00; lunch - \$11.00; dinner - \$18.00.

15.7 Summer Benefits

Any driver or bus attendant who works in the summer will have available Bereavement Leave as per Article 4, Section 4.2.

15.8 Emergency Days

Drivers and/or attendants will be paid their normal (regular) days wages for any day that BOCES closed for an emergency reason, (including snow days) up to a maximum of five (5) days per year. This will also apply if a run goes down due to other district's closing for emergency reasons. Any member who must report for work on an emergency day shall receive their normal salary plus one extra hour of pay for each hour actually worked.

15.9 Holidays

Regular on staff bus drivers and attendants shall be eligible for three (3) paid holidays during each year of this contract. The three (3) days per year will be determined by the Superintendent or designee. The individual cannot be absent from work, but will receive a day's pay equivalent to an amount equal to their hourly rate times the average number of hours worked per day in the preceding month. The three (3) days designated will be in consultation with the transportation department.

15.10 Definition of Bid Run

A bid run is any run that is regularly scheduled and is bid on by bus drivers and attendants on bid day at the beginning of each school year and summer school session. Each bid run shall be the combination of a.m. and p.m. routes or residential routes.

15.11 Definition of Middle Run

A middle run is any run that is scheduled in the middle of the day between the a.m. and p.m. bid runs.

15.12 Definition of Layover Run

A layover run is any run that requires the BOCES bus, driver or driving attendant and attendant to remain in the area of the trip destination between drop-off and pick-up of the student(s).

15.13 Definition of Terminated Bid Run

A terminated bid run is any bid run that is terminated after transportation has started.

15.14 Definition of Cancelled Bid Run

A cancelled bid run is any bid run that is cancelled before transportation has started.

15.15 Vacated Run

A vacated run is any bid run vacated due to the resignation or termination of an on-staff driver, driving attendant or attendant.

15.16 School Year

The ten month period beginning September 1 through June 30 of each year.

15.17 Work Year

- A. Drivers, driving attendants and attendants whose bid runs are five (5) days a week are guaranteed 185 days of employment during the school year. If a driver, driving attendant or attendant will be short the 185 days, days may be made up by either substituting on a non-bid run that becomes available or a bid run whose driver, driving attendant and/or attendant is absent or by performing transportation-related duties at the transportation center. Days short can be made up through June 30 each year.
- B. Drivers, driving attendants and attendants whose bid runs are for fewer than five (5) days a week are guaranteed a minimum of that particular number of days of work each week over the course of the school year. (i.e. a driver with a bid run of 3 days per week is guaranteed 120 days of work) with provision, as above, to make up any days short of that number.

15.18 Minimum Time

On-staff bus drivers, driving attendants and attendants shall be compensated for a minimum of two (2) hours for the a.m. run and two (2) hours for the p.m. run at their regular rate. Employees whose actual run is shorter than the two hour minimum time will be required to do transportation-related activities for the balance of the time.

15.19 Bidding for Runs

- A. Each year, the BOCES shall establish the bid runs. Bid runs are the combination of a.m. and p.m. routes or residential routes. After establishing such runs, prior to the beginning of the school year and the summer school session, the BOCES shall notify all drivers and attendants who are entitled to bid on the runs on a seniority basis, with the most senior driver and attendant receiving their assignment preference.
- B. If a bid run is terminated, cancelled or reduced by 50 percent or more before March 31, the affected driver and attendant shall be allowed to rebid on any run held by a driver and attendant with less seniority. After March 31, the affected driver and attendant will have the option to replace the least senior driver and attendant assigned to a bid run.
- C. If runs are established or vacated during the course of the year after assignments have been made, the run will be offered to the most senior driver and attendant. If they decline the run, the offer will be made to the next most senior and so on down the seniority list. If no driver accepts the run, driving attendants will be offered the run in order of seniority.
- D. Middle runs shall be posted and bid under the terms of this provision. Once assigned, a middle run cannot be taken away unless rebidding occurs.

15.20 Residential Run

Any time a driver or driving attendant and attendant working a residential run and a local run must pick up or deliver residential students on a day when both runs are scheduled, they will drive the residential run and the local run will be offered to a driver and attendant whose run is down for the day, to a driving attendant, or, in the event they are unable to take the run, to a substitute driver and attendant. Drivers, driving attendants and attendants who lose hours due to a conflict of runs under this provision will be afforded the opportunity to make up the time doing transportation related duties.

15.21 Assignment of Field Trips

Any driver can sign up for field trips, but their bid run is their primary responsibility. When the trip fits between the driver's a.m. and p.m. runs, on-staff drivers will be given first consideration over driving attendants or sub drivers.

- A. If two or more bus drivers sign up for a field trip, the driver with no run that day, or that has a run that can accommodate the hours of the field trip will be assigned the trip. If two or more drivers meet the criteria, the trip will go to the driver with most seniority.
- B. The driver of a run that goes down can bump a less senior driver that has been assigned a field trip on their non-scheduled work day (i.e. Batavia run on Monday – Thursday) whether they had signed up for the field trip or not.
- C. If a field trip will give an on-staff driver more hours than their own bid run, they have the right over a sub to the extra time. A driving attendant will cover the on-staff driver's run that day. If no driving attendant is available, a sub driver will cover the run.
- D. Field trips cannot be assigned to a driver who would exceed 40 hours in a week, unless there is absolutely no alternative.

15.22 Layover Runs

Any layover run that punches in for 10 or more hours per day will be paid at a flat 8 hour rate.

It is required that the BOCES' cell phone be on and in either the driver's, driving attendant's or attendant's possession at all times in the event of an early dismissal or an emergency.

15.23 Meetings

Bus driver, driving attendants and attendants will be paid for mandatory meetings and are obligated to attend. If a mandatory meeting cannot be attended, an employee will be paid for attendance at a make-up meeting.

15.24 Bus Driver and Attendant Courses

Bus driver, driving attendants and attendants will be paid their regular rate for attendance at the 30 hour course, the 10 hour advanced course and the attendant basic course.

15.25 Assurance of Work

On-staff drivers, driving attendants and attendants shall have the right to bump a substitute off a run.

ARTICLE 16
Reductions in Work Force

In the event of a layoff, those employees whose layoff procedures are not prescribed by any law, rule or regulation binding on the BOCES shall be laid off in inverse order of seniority within their job classification provided the employee retained is capable of performing the duties involved, in accordance with Civil Service Law. Members who are to be laid off will receive a minimum of a 30 day notice.

ARTICLE 17
Miscellaneous

17.1 Savings Clause

If any provision of this Agreement or application of the Agreement to any supportive employee or group of supportive employees of the Association shall be found contrary to law, then such a provision or application shall not be deemed valid and subsisting except to the extent permitted by law but all other provisions or applications will continue in full force and effect.

17.2 Travel

Any supportive employee who is required to use their personal vehicle for transportation in the performance of their duties shall be reimbursed for miles at the current I.R.S. rate. Eligible mileage for itinerant supportive employees shall be interpreted as that travel between schools. Mileage shall not be paid from home to school. Any employee who after reporting to their assigned area is directed to report to another area for reassignment will be paid mileage.

17.3 Contract and Orientation Reproduction

Within sixty (60) days after the signing of this Agreement by both parties, the BOCES will furnish to each employee covered by this Agreement an individual copy. In addition, each new supportive employee to be covered by this Agreement shall, upon their employment, be furnished with a copy of this Agreement. One-half the total cost of printing 200 copies will be paid equally by the BOCES and the Association.

New employees will be given an orientation at the time of their employment. The BOCES, in addition to outlining responsibilities and benefits, will also provide employees with a copy of the current collective bargaining agreement.

17.4 Worker's Compensation

Any bargaining unit employee who is unable to perform the duties of employment because of injuries received in the service of the BOCES and who receives Worker's Compensation benefits shall be eligible to receive a supplemental sum equal to the difference between their wages and their compensation benefits, but such supplemental sum shall be deducted pro rata from sick leave credits not to exceed the total amount of accumulation.

17.5 Negotiations Procedures

It is agreed that negotiations on a successor contract shall commence between the first and fifteenth of March. The Association shall submit its proposals to the BOCES within that fifteen-day period unless both parties agree to extend the time limit. Both parties shall be free to offer counter-proposals as they see fit.

This contract incorporates the entire understanding of the parties on all issues, which have been subject to negotiations. During negotiations, they will present relevant data, exchange points of view, and make proposals and counter-proposals.

Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in negotiation proceedings.

17.6 Obligations of the Parties

- (a) During the term of this Agreement no slowdowns, refusals to work, or other form of work stoppage shall be caused, instigated, sanctioned, or condoned by the Association or its officers.
- (b) The BOCES agrees that during the term of this Agreement it shall not engage in an unlawful lockout of personnel covered by this Agreement.

17.7 Board Agenda

It is agreed that the BOCES will make available to elected representatives of the Association a copy of the Board Agenda, Agenda Addenda, and unofficial minutes of the BOCES Board Meetings. The BOCES incurs no responsibility for transmittal of the above to the Association.

17.8 Meetings Where Disciplinary Action is Discussed

In the event that a meeting is held where disciplinary action is discussed (including dismissal or non-continuation of employment at the conclusion of the probationary period), the employee may be accompanied by a representative. It is not the intent of the above that a representative be present when regular evaluation or routine matters are discussed. It is understood that such request shall not result in any undue delay of this meeting.

17.9 Adult Education Courses

Bargaining unit members may enroll in Adult Education Courses under the following conditions:

- A. If job related and requested by the BOCES, tuition and materials for the course will be paid for by the BOCES.
- B. If not job related and at the employee's option, 1/2 of the tuition and all material costs will be paid for by the employee. There must be vacancies available in the course to be eligible. Limit of two (2) slots per course.
- C. At the beginning of each school year the BOCES will identify exclusions from (B.) based on tuition cost.

17.10 Reimbursement for College Courses

BOCES will provide reimbursement for college courses for each member of the bargaining unit according to the following schedule at the current SUNY Oswego tuition rate in effect at the time the course is taken.

2009-10	1, three credit course
2010-11	2, three credit courses
2011-12	3, three credit courses

These courses must be approved by the District Superintendent or designee and must be related to the unit member's responsibilities or otherwise approved by the Superintendent or designee when deemed in the best interest of the BOCES.

A minimum grade of B must be achieved and college credits granted for graduate courses. A minimum grade of C must be achieved and college credit granted for undergraduate courses. Textbook expenses will be reimbursed up to \$100 upon submission of an appropriate receipt per school year.

17.11 Complete Agreement

This Agreement represents complete collective bargaining and full agreement by the parties in respect to rates of pay, wages, and hours of employment, which shall prevail during the term thereof.

17.12 Statutory Provisions

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE 18
Removal and Other Disciplinary Action

In matters of discipline, the BOCES will adhere to all applicable Civil Service Laws and Regulations.

ARTICLE 19
Retirement 403(b) Contributions

19.1 403b Contributions

- A. BOCES agrees to make a non-elective employer contribution for those members of the bargaining unit represented by the Association who are eligible for and receive payment for unused sick leave upon retirement described in Article 4.1.D of this contract. The amount of the employer's non-elective contribution shall be determined by the applicable provision(s) of this contract. BOCES will remit the contribution within 90 days after the effective date of retirement (unless a different payment schedule is required by paragraph C below).
- B. No employee may receive cash in lieu of or as an alternative to any of the employer's non-elective contributions described herein.
- C. In any applicable year, the maximum employer contribution shall not cause the contributions to an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Internal Revenue Code, as adjusted for cost-of-living increases. For employer non-elective contributions made post-employment to a former employee's 403(b) account, the contribution limit shall be based on the employee's compensation as determined under Section 403(b)(3) of the code and, in any event, no employer non-elective contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.
- D. In the event that the calculation of the employer non-elective contribution referenced in any of the preceding paragraphs exceeds the applicable contribution limits, the excess amount shall be handled by the employer as follows:
 - 1. For all members of the New York State Employees' Retirement System (ERS) with a membership date before June 17, 1971, the employer shall first make an employer non-elective contribution up to the contribution limit of the Internal Revenue Code and then pay any excess amount as compensation directly to the employee.
 - 2. In no instance shall the employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the contribution limit of the Internal Revenue Code is fully met through payment of the employer's non-elective contribution; and
 - 3. For all members of the New York State Employees' Retirement System (ERS) regardless of their membership date, the employer shall first make an employer non-elective contribution up to the contribution limit of the Internal Revenue Code. If the employer non-elective contribution exceeds the contribution limit, such excess shall be reallocated to the employee the following year as an employer non-elective contribution (to the extent that such contribution does not exceed the maximum amount permitted under the Code), and in January of each subsequent year for up to five (5) years after the year of the employee's retirement, until such time as the employer non-elective contribution is fully deposited into the employee's 403(b) account.
- E. Employer contributions shall be deposited into the 403(b) account selected by each recipient employee, from the list of 403(b) providers approved by BOCES. Any additional fees charged by the 403(b) provider related to the employer non-elective contribution will be the responsibility of the employee, not BOCES.

- F. For Tier 1 members with membership dates prior to June 17, 1971, employer non-elective contributions hereunder will be reported as non-regular compensation to the New York State Employees' Retirement System.
- G. This article shall be subject to all applicable statutes, IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and BOCES shall promptly meet and alter those portions in order to provide the same or similar benefits, which conform, as closely as possible, to the original intent of the parties.
- H. Both the employer and employee are responsible for providing accurate information to the 403(b) provider. This information includes both elective and employer non-elective contributions and the amount of the employee's includible compensation.
- I. The 403(b) provider must agree to enter into a "hold harmless" agreement with BOCES, agreeing to defend and indemnify BOCES from potential liability in the event that the plan and contributions made thereunder are determined not to comply with the Internal Revenue Code (except for noncompliance which results from incorrect information provided by the employer or employee).
- J. In agreeing to adopt (and/or modify) the 403(b) program noted in this article, BOCES makes no representations or warranties concerning the accuracy of any interpretation of law or applicable regulations advanced to BOCES or described by the Association or other parties, and their employees and agents.

BOCES and the Association make no representations or warranties regarding the investment choices made by each employee and the future value of each employee's 403(b) account. All or part of the investment choices may not be guaranteed.
- K. It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing additional funds therefor, shall not become effective until the appropriate legislative body has given approval.

Duration of Agreement and Signatures

**This Agreement shall be effective as of July 1, 2008 and terminate
June 30, 2012.**

For the Association:

For the BOCES:

Carol Pizzuto
Supportive Employees' Association

Dr. Joseph P. Camerino
District Superintendent

Oswego County BOCES

Date

Oswego County BOCES

Date

SALARY FORMULA

The 2008-09 hiring rate for each title in the bargaining unit is established by adding 4% to the 2007-08 hourly rate and subtracting 10 cents.

The 2009-10 hiring rate for each title in the bargaining unit is established by adding 4% to the 2008-09 hourly rate and subtracting 10 cents.

The 2010-11 hiring rate for each title in the bargaining unit is established by adding 4% to the 2009-10 hourly rate and subtracting 10 cents.

The 2011-12 hiring rate for each title in the bargaining unit is established by adding 4% to the 2010-11 hourly rate and subtracting 10 cents.